

AGREEMENT

BETWEEN

CITY OF ELIZABETH, NEW JERSEY

AND

CITY HALL SUPERVISORS ASSOCIATION

JULY 1, 2009 THROUGH JUNE 30, 2013

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AGREEMENT ENTERED into this 2nd day of June, 2010 by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the "City" and the CITY HALL SUPERVISORS ASSOCIATION, hereinafter referred to as the "Association" is designed to promote a harmonious relationship between the City, the Association and such of the City's employees as are represented by the Association.

ARTICLE I

RECOGNITION

1. The City hereby recognizes the City Hall Supervisors Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all those considered Supervisors in the City Hall.

2. Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the City Hall Supervisors Association.

ARTICLE II

ASSOCIATION BUSINESS LEAVE

1. Leaves of absence with pay shall be granted as provided in Section 38:23-2 of the Revised Statutes of N.J. Notice of elected delegates to attend a convention in accordance with said statute shall be made in writing to the Office of the Business Administrator not less than two (2) weeks in advance by the President of the City Hall Supervisors Association.

2. Failure of an employee to return to work promptly upon expiration of authorized leave without reasonable notice satisfactory to the Director shall be subject to disciplinary action in accordance with N.J. Department of Personnel Rules and Regulations.

ARTICLE III

BULLETIN BOARDS

The Association shall have the use of bulletin boards throughout City Hall for the purpose of exhibiting official business of the Association. All material to be posted shall be submitted to the Business Administrator or his/her designee prior to posting.

ARTICLE IV

GRIEVANCE PROCEDURE AND ARBITRATION

1. Any grievance or dispute that may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be initiated in the following manner within twenty (20) working days after the aggrieved employee knew or reasonably should have discovered its occurrence or such grievance shall be deemed abandoned with all loss of retroactivity.

- Step 1: The grievance shall be discussed at a time and place mutually agreed upon by both parties with the employee involved and a Union representative together with the supervisor designated by the City. If no answer is given within five (5) working days by the supervisor, the grievance shall be deemed to have been denied, and the Union may proceed to Step 2.
- Step 2: If the grievance is not settled through Step 1, the same shall be reduced to writing by the Union, setting forth a statement of the grievance and submitted within five (5) working days after the answer and/or denial in Step 1 to the Director or any person designated by him. A meeting will be held within five (5) days of the submission. The answer to such grievance shall be made in writing, with a copy to the Union, within five (5) working days of the meeting. If no answer is given within five (5) working days by the Director, the grievance shall be deemed to have been denied and the Union may proceed to Step 3.
- Step 3: If the grievance is not settled at Steps 1 and 2, then the Union shall have the right to submit such grievance to the Business Administrator within five (5) working days after the answer and/or denial in Step 2. A meeting will be held within five (5) days of the submission. A written answer to said grievance shall be served upon the individual and the Union within seven (7) working days after the meeting. If no answer is given within seven (7) working days by the Business Administrator, the grievance shall be deemed to have been denied at Step 3. Grievances involving minor discipline may be processed directly to Step 3 of the grievance procedure within five (5) working days from the date of Notice of Minor Discipline.
- Step 4: If the grievance is not settled through Steps 1, 2 and 3, and the grievance does not involve a matter appealable to the New Jersey Department of Personnel/Merit System Board, then the Union shall have the right to request binding arbitration of the grievance within twenty (20) working days after the answer or denial at Step 3. If the parties are unable to agree upon an arbitrator,

an arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.

Grievances involving minor discipline may be submitted to binding arbitration to the extent permitted by law. The arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on both parties and upon the grievant. The arbitrator shall have no authority to add to, subtract from or modify the language of this Agreement in any way. The cost of arbitration shall be borne by the City and the Union equally. The Business Administrator shall be given written notice on the same date the Union files for arbitration.

Any appeal from the final decision of a Step 3 grievance with respect to a major disciplinary or discharge action shall be made to the New Jersey Department of Personnel/Merit System Board in accordance with its procedures, rules and regulations, and there shall be no right to arbitration of any grievances pertaining to major discipline or discharge.

2. Any disposition of a grievance as herein defined which is accepted by the Union, or from which no appeal is taken within the time periods set forth in this grievance procedure, shall be final and conclusive and binding upon the employee, the Union and the City. If the City fails to respond to a grievance within the time limits provided, the Union may process the grievance to the next step.

3. If any grievance or dispute involving the construction of statutes, either party may proceed in court for a judicial determination of such statutory construction and shall not submit the same to arbitration.

4. The time limits provided for herein may be extended by mutual agreement of the parties which must be in writing.

ARTICLE V

WORK WEEK

The employer shall have the right for the efficient operation of its facilities to make changes in the starting and stopping time of the daily work schedule. However, prior to making any change, the Director or Directors involved shall meet with the Association to discuss the proposed changes.

ARTICLE VI

MANAGEMENT RESPONSIBILITY

1. It is recognized that the management of the City Hall, the control of its properties and the maintenance of order and efficiency are sole responsibilities of the City. Accordingly the City retains the following rights, except as they may be abridged in the Agreement, including, but not limited to selection and direction of the force; to hire, to suspend or discharge for just cause; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty for reasons of economy as provided for in N.J.S.A. 11a:8-1 and N.J.A.C. 4A:8-1.1 et seq. or for other legitimate reasons, not inconsistent with the terms and provisions of this Agreement; to decide on the number and location of facilities, to determine the work to be performed; amount of supervision necessary, equipment, methods, together with the selection, procurement, designing, engineering and control of equipment and materials; and to purchase services of others by contract or otherwise; provided present employees employed at the time of the purchase of services of others shall not be displaced by said purchase, providing said employees are willing, capable and able to perform said functions.

2. City-wide employee benefits granted during the life of this Agreement will include employees covered by this contract.

ARTICLE VII

ACCESS

A duly authorized representative of the Association, designated in writing, after reporting to the Office of the Business Administrator, or his/her designee, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the association representative shall state the purpose of the visit. Except in an emergency at least four (4) hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations.

ARTICLE VIII

LONGEVITY

1. All full-time permanent employees hired before January 1, 2001 in the classified service of the Department of Personnel and covered by this Agreement, shall be entitled to be paid longevity pay in accordance with the schedule contained in this Article. Employees hired on or after January 1, 2001 shall not be entitled to longevity pay. Longevity pay shall be applied on the basis of the employee's anniversary date of employment as follows: if the employee's anniversary date falls between January 1 and June 30, he/she shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he/she shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively to the January 1st preceding the execution of this contract and will accordingly be computed on the new base salary.

2. The scale of longevity pay shall be as follows:

4th year of employment to completion of 7th year	2%
8th year of employment to completion of 11th year	4%
12th year of employment to completion of 15th year	6%
16th year of employment to completion of 19th year	8%
20th year of employment to completion of 24th year	10%
25th year of employment and over	12%

ARTICLE IX

SENIORITY

1. Seniority is defined to mean the accumulated length of continuous service with the City, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave with pay for a bona fide illness or injury certified by a physician. Seniority may be lost and employment terminated if any of the following occur:

- a. Discharge
- b. Resignation
- c. Absence for five (5) consecutive working days without leave or notice.
- d. Absence for illness, injury or leave without pay for more than one (1) continuous year.

2. Nothing in this paragraph shall restrict the powers of the employer or the rights of the employee as set forth in N.J. Department of Personnel statutes, rules and regulations.

ARTICLE X

HOLIDAYS

1. An employee not required to work shall receive time off with straight time pay for each of the following holidays:

- ° New Year's Day
- ° Martin Luther King Day
- ° Lincoln's Birthday
- ° Washington's Birthday
- ° Good Friday
- ° Memorial Day
- ° Independence Day
- ° Floating holiday to be determined annually by the Business Administrator
- ° Labor Day
- ° Columbus Day
- ° General Election Day
- ° Veteran's Day
- ° Thanksgiving
- ° Day after Thanksgiving
- ° Christmas

2. If any of the above holidays fall on Saturday, Friday shall be considered the holiday.

3. If any of the above holidays fall on Sunday, Monday shall be considered the holiday, if it is generally observed as such in the community.

4. Where the department operates on any of the above holidays or holiday periods, working employees shall receive their holiday pay plus additional time and one-half for all hours worked on such holiday or holiday period.

5. If one of the above holidays falls within an employee's vacation period, the employee shall not be charged a vacation day for said holiday.

6. Unworked holiday time shall not be counted for purposes of computing overtime.

ARTICLE XI

PERSONAL DAYS

1. After one (1) year of service computed from the first (1st) day of hire, full-time employees will be granted two (2) Personal Leave Days during each year of this contract for any of the following reasons:

- (a) Religious observance
- (b) Death of a blood relative not included in the Funeral Leave section.
- (c) Personal, legal, business, household or family matters of an emergency nature, not covered elsewhere in this Agreement provided employee states the specific reason for the request and such is approved in writing by the department head.

2. These days shall not be accumulated or cashed out.

3. Effective January 1, 2002, full-time employees may be granted up to three (3) Personal Leave Days during each year of this Agreement after one (1) year of service computed from the last date of hire, for use for any of the reasons listed in Section 1 above. These Personal Leave Days shall not be accumulated or cashed out.

ARTICLE XII

VACATIONS

1. The employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

1st year – 1 working day per month

BEGINNING	END	
2 nd year	5 th year	13 working days
6 th year	10 th year	15 working days
11 th year	15 th year	18 working days
16 th year	20 th year	20 working days
21 st year	25 th year	23 working days
after 25 years		26 working days

2. Vacations shall normally begin following the regular "days off" of the employee.

3. When any vacation or part of it cannot be taken in the calendar year when earned because of the work load in a department, the same can be taken in the following year with the consent of the department head, but such accumulated vacation days may not be extended beyond the second year.

4. The vacation period shall be the calendar year from the 1st day of January to the 31st day of December. Vacations shall be scheduled by the Director, giving preference to employee choice according to seniority, where practicable and where consistent with continued, efficient operation.

5. Any City Hall Supervisor covered by this Agreement, who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken prior to the date of retirement. In the event that an employee is entitled to vacation leave at the time of

his/her death, his/her widow(er) or his/her estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

6. Upon completion of twenty-five (25) years of continuous service, the employee shall receive five (5) extra days of vacation for that anniversary year only.

ARTICLE XIII

LEAVE WITHOUT PAY

1. The appointing authority may grant the privilege of a leave of absence without pay to a permanent employee for a period not to exceed six (6) months at a time.

2. Such leave of absence may be renewed for an additional period not to exceed six (6) months only by formal action of the appointing authority with the approval of the governing body. No further renewal may be granted except upon the approval by the NJ Department of Personnel for reasons as established by the Department's regulations.

3. Request for such leave shall be in writing to the appointing authority not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason of or the leave and the time requested.

ARTICLE XIV

OVERTIME

1. Supervisors who work thirty (30) hours per week, when required to work overtime, will receive the first ten (10) hours in compensatory time, or in cash at straight-time rate, at the employee's option if sufficient funds are provided in the departmental budget.
2. Supervisors who work forty (40) hours per week shall be paid at the rate of one and one half (1-1/2) times their regular rate of pay when they work more than forty (40) hours in the work week.
3. All hours in excess of forty (40) during the weekly pay period worked during a Sunday or Holiday will be paid at double time the employee's regular rate of pay.
4. The employee's regular rate of pay shall be the base hourly rate plus longevity.
5. All overtime must be scheduled and approved by the Supervisor's Director or his/her designee.

ARTICLE XV

DISCIPLINE AND DISCHARGE

1. Discipline and discharge of employees shall be as provided in NJ Department of Personnel, rules and regulations.

2. Effective upon execution of the Agreement, records of minor and major discipline will remain on file but will not be used for the purposes of further discipline after five (5) years of a clean record on the same or similar issues.

ARTICLE XVI

INSURANCE

1. All employees covered by this Agreement and eligible members of their family shall be entitled to full coverage of Blue Cross and blue Shield hospitalization plans, including Rider "J" of the New Jersey Blue Cross and Major Medical Insurance, the premiums of which shall be paid for by the City.

2. The City acknowledges that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P.L. 1974 does:

(a) apply to all eligible present and future pensioners of the employer and their dependents;

(b) continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with provisions of Chapter 75, Public Laws of 1972;

(c) provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972; and

(d) require the local employer to pay the full cost of such premiums and Medicare charges.

3. The City hereby agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, but not including survivors, if such employees retired from a State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the

employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

4. All employees covered by this Agreement and eligible members of their families will be covered by a Prescription Drug Plan. The premiums will be paid by the City. Effective January 1, 2002, the co-payment will be increased to \$3.00 for each prescription; effective January 1, 2004, the co-payment will be increased to \$5.0 for each prescription. Effective March 1, 2006, the prescription drug plan shall be as follows: (i) Retail (Participating Pharmacies up to 30 day supply) – generic mandated unless there is no generic equivalent with generic co-pay of \$5.00 and brand name co-pay of \$5.00, provided that if the employee insists on a brand name when a generic is permissible, the employee agrees to pay the difference between the cost of the brand name and the generic cost, in addition to a \$5.00 co-pay; (ii) Mail order (Up to a 90-day supply) – mail order co-pay generic \$0.00, brand name \$ 0.00, provided that if the employee insists on a brand name when a generic is permissible, the employee agrees to pay the difference between the cost of the brand name and the generic cost, in addition to a \$5.00 co-pay. A doctor certification must be prepared stating the generic is not acceptable. In the event that a brand name drug is specifically prescribed, the co-pay shall be at the generic rate. A doctor certification must be prepared stating the generic is not acceptable. In the event that a brand name drug is specifically prescribed, the co-pay shall be at the generic co-pay rate.

5. All other insurance benefits presently in effect shall be maintained throughout the period of the contract.

6. All employees covered by this Agreement and eligible members of their families will be covered by a Dental Plan. The premiums will be paid by the City.

7. All eligible employees covered by this Agreement and eligible members of their families will be covered by a vision plan, as selected by the City, and provided that all appropriate eligibility requirements are met.

8. In the event that there are Legislative changes covering health benefits during the contract period for which the City may give notice of a re-opener for health benefits, then the Union shall have the right to re-open the salary increases (percentages) for the remaining years of the contract.

ARTICLE XVII

ASSOCIATION PRIVILEGES

Copies of general orders, rules and regulations and communications affecting wages, hours and other terms and conditions of employment covered by this Agreement shall be furnished to the Association within two (2) working days of their promulgation.

ARTICLE XVIII

RULES AND REGULATIONS

1. The City may establish and enforce binding rules and regulations in connection with its operation and maintenance of discipline, provided such rules and regulations are not in conflict with the provision of this Agreement. Copies shall be furnished to the Association.

2. It is understood that employees shall comply with all rules and regulations made by the City from time to time. Employees shall promptly and efficiently execute the instruction and orders of the Director and supervisors. If an employee or employees believes a rule, regulation, instruction or order of an officer or other supervisor is unreasonable, or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article IV of this contract.

3. In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other supervisor, the City shall have the right, at its option, to suspend, or discharge the offending employee or employees.

ARTICLE XIX

SICK LEAVE

Sick leave shall be as provided in the New Jersey Department of Personnel's Statutes, Rules and Regulations.

Attendance Incentive

Effective March 1, 2010, any City Hall Supervisors Association member who does not use a sick day for an entire calendar year will be given one-time payment of \$500 the April of the following calendar year. The first possible payment under this incentive will be April 2011. Subsequent years will begin on January 1, with a payment in February of the following year.

Donated Sick Leave

Employees are eligible to participate in the City's Donated Sick and Vacation Leave Program, in order to donate earned sick and/or vacation time to another City of Elizabeth employee who is suffering from a catastrophic health condition or injury which compels his/her prolonged absence from work. Details about the program are available from the Personnel Division or the Department Head.

Sick Leave Buy-Out

Effective July 1, 1997, an employee who retires or is laid off from employment with the City shall be reimbursed for accumulated unused sick time at the rate of fifty (50%) percent of the employee's daily rate of pay to a maximum payment of ten thousand (\$10,000) dollars. Payment shall be made within six (6) months of the effective separation date. For employees who are laid off, there is no length of service requirements. All employees must have at least thirty (30) accumulated sick days to be eligible for reimbursement.

Effective July 1, 1997, in the event of an employee's death while actively employed, the employee's estate shall be reimbursed for accumulated unused sick time at the rate of fifty (50%) percent of the employee's daily rate of pay to a maximum payment of ten thousand (\$10,000) dollars. Payment shall be made within six (6) months of the employee's death.

ARTICLE XX

MILITARY LEAVE

Military Leave shall be as provided in accordance with applicable Federal and State statutes and regulations.

ARTICLE XXI

FUNERAL LEAVE

1. Leave with pay, not to exceed five (5) days, shall be granted to an employee in the event of the death of the employee's current spouse, children, step or foster children, brothers, sisters, parents of an employee, and any dependents other than those previously identified residing in the employee's household. For purposes of this provision, a "dependent" is any individual whom the employee may claim as a dependent for federal income tax purposes.

2. Leave with pay, not to exceed three (3) days, shall be granted to an employee in the event of the death of the employee's current parents-in-law, current brothers-in-law, current sisters-in-law, current sons-in-law, current daughters-in-law, or grandparents, and grandchildren of employee or current spouse.

3. One (1) working day of Funeral leave shall be allowed in the event of the death of a blood-related aunt or uncle.

4. Special cases will be referred to the Director.

5. Leave with pay as provided for in this section is intended to be used for the purposes of handling necessary arrangement and attending the funeral of the deceased member of the immediate family and shall not be accumulated. If the employee does not attend the funeral of the deceased, pay allowance (as provided in this section) will not be allowed.

ARTICLE XXII

MATERNITY LEAVE

1. Upon request in writing to the appointing authority, a regular, full-time employee shall be entitled to a maternity leave of absence not to exceed six (6) months. The employee may request that such leave shall be with pay to the extent of accrued sick leave, otherwise, the time on leave shall be without pay. When an employee is informed by a physician that she is pregnant, the employee shall immediately inform her Director in writing of same. The Director, upon learning that an employee is pregnant, shall require a written statement from the treating physician attesting to the fact that said employee is physically able to continue employment and is able to perform all the duties of her position. The Director shall advise the treating physician of the employee's title and duties prior to the physician preparing the statement as referred to hereinabove.

2. Employees on maternity leave must return to work not more than thirty (30) days after birth or termination of pregnancy, whichever occurs sooner, unless the employee submits a statement in writing from the treating physician stating the need for an extended leave and indicating the length of such extension.

3. An employee returning to work from maternity leave must present to the Director a physician's statement certifying her ability to resume all normal duties. Seniority shall be accrued while the employee is on paid leave, but shall not be retained during leave without pay.

ARTICLE XXIII

BAN ON STRIKES

1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance of the citizens of the community and that there should be no interference with such operation.

2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that they will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, or mass resignations, mass absenteeism or other similar performance.

3. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slow down or other interference.

ARTICLE XXIV

DISCRIMINATION AGAINST ASSOCIATION MEMBERS

The City agrees that neither it nor any of its supervisors or representatives shall interfere with, coerce, intimidate or discriminate against any employee because of membership or activity in the Association.

ARTICLE XXV

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation or Court decision cause invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

ARTICLE XVI

WAGES

1. All regular, full time employees covered by this Agreement shall receive an across-the-board increase in their respective ranges as follows:

0% effective July 1, 2009

2.0% effective July 1, 2010

2.0% effective July 1, 2011

3.0% effective July 1, 2012

2. The maximum step for each title on the salary guide will be increased \$500 effective July 1, 2009. The increase of the maximum step for each title on the salary guide, however, will not increase the individual salary of any unit member who will receive a 0% increase effective July 1, 2009.

ARTICLE XXVII

UNIFORM AND CLOTHING MAINTENANCE ALLOWANCE

1. Supervisor Building Service, who are employed by the City as of each April 1 of the contract will receive \$200.00 as clothing allowance for that contract year. Payment will be made the second pay period of April of the contract year.

2. Director of Public Health Nursing Service, who is employed by the City as of each April 1 of the contract will receive \$260.00 as clothing allowance for that contract year. Payment will be made the second pay period of April of the contract year.

3. The City shall provide each Chief Emergency Medical Technician and Supervising Emergency Medical Technicians with a \$500 voucher based system to purchase clothing and equipment needed for work.

ARTICLE XXVIII

EDUCATION

1. A. Employees enrolled for an associate's or bachelor's degree program as a matriculated student in a government/employment related discipline shall be reimbursed as set forth below for the cost of tuition or part thereof at the New Jersey State College rate when approved in advance, in writing by the Business Administrator. Such approval will not be unreasonably withheld.

B. Reimbursement will be as follows:

(a) Any grade of B or better - 100% of NJ State College rate.

(b) A grade of C - 75% of NJ State College rate.

(c) A grade less than a C - 0%.

2. The taking of any such courses shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not satisfactorily and fully completed.

ARTICLE XXIX

JURY DUTY

1. An employee who is called to Jury Duty shall immediately notify his/her supervisor.
2. An employee who is excused from Jury Duty service on any day shall report for work on such day.
3. An employee shall not be required to report back for work on any day he/she is in attendance at court for Jury Duty service, regardless of the employee's shift.
4. The employer retains the right to request that the employee be excused from jury Duty because he/she is required on the job.

ARTICLE XXX

APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to supervisors covered by this Agreement shall be specifically subject to the appropriation of adequate and necessary funds therefore by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

Article 30

ARTICLE XXXI

EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the City and the Association or any individual employee covered by this Agreement is hereby superseded.

ARTICLE XXXII

TRAVEL ALLOWANCE

All employees covered by this Agreement who are required to use privately-owned automobiles in the performance of their daily duties shall be reimbursed for such use at the rate of 32.5 cents per mile. Effective July 1, 2009, the mileage rate will be reimbursed at the recommended Internal Revenue Service rate.

The use of all privately-owned automobiles must be authorized by the Director in charge or his/her designee.

ARTICLE XXXIII

RESIDENCY REQUIREMENT

The residency requirement will be waived for City Hall Supervisors Association members after fifteen (15) years of permanent employment with the City. The City will take the necessary steps to effectuate this change.

ARTICLE XXXIV

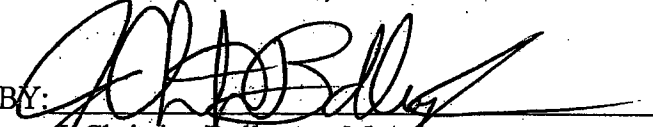
TERM OF AGREEMENT

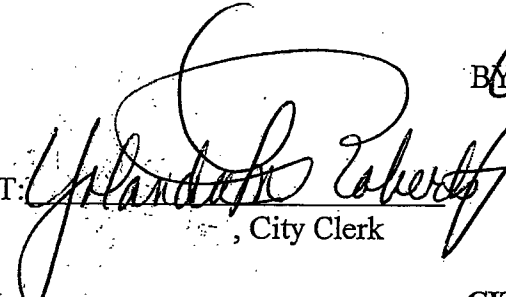
1. This Agreement shall be in full force and effect from July 1, 2009 through and including the 30th day of June, 2013. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of the expiration, he/she must notify the party in writing not less than sixty (60) days prior to such expiration date.

2. The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination by registered mail in which event the agreement shall terminate five (5) days following receipt of such notice.

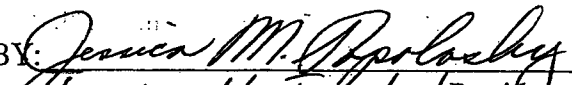
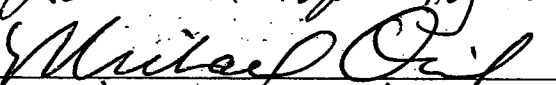
IN WITNESS WHEREOF, the parties have caused their names to be signed on this ^{2nd} day of June, 2000.



CITY OF ELIZABETH, NEW JERSEY

BY: 
J. Christian Bollwage, Mayor

ATTEST: 
Yolanda Roberts, City Clerk

CITY HALL SUPERVISORS ASSOCIATION

BY: 
Jessica M. Popolach, President

MICHAEL OSIF, Secretary

CITY OF ELIZABETH	
APPROVED AS TO FORM	
PHYSICAL CONDITIONS	
TERMS & CONDITIONS	
DESCRIPTION	

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CITY HALL SUPERVISORS ASSOCIATION
4 year contract 7-01-2009 through 6-30-2013

Title	TIO	Range	Steps	Increment	MAXIMUM Steps	MAXIMUM Increment (450+500)	2,008 previous base	7-01-2008 (0% Inc)		7-01-2010 (2.0% Inc)		7-01-2011 (2.0% Inc)		7-01-2012 (3.0% Inc)	
								Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
ASST COMPTROLLER	1	02-35S	3	450	1	950	82,942	81,142	83,442	82,911	85,111	84,613	86,813	87,117	89,417
ASST HEALTH OFFICER	1	02-30AHS	3	450	1	950	67,297	65,497	67,797	66,959	69,159	68,226	70,326	72,622	
ASST MUN ENGINEER/35	1	03-35CS	3	450	1	950	73,988	71,988	74,188	73,372	76,672	74,895	77,185	79,501	
ASST MUN TAX COLLECTOR / ASST MUN TREASURER (A)	1	01-30S	3	450	1	950	43,313	41,613	43,813	42,389	44,989	43,283	45,583	44,650	
ASST MUN TAX COLLECTOR / ASST MUN TREASURER (B)	1	01-30SB	3	450	1	950	81,670	80,870	82,170	81,119	83,419	82,381	84,981	86,621	
ASST PUBLIC HEALTH NURSING SUPERVISOR	1	01-30PHA	3	450	1	950	52,754	50,954	53,254	52,019	54,319	53,105	55,405	54,787	
ASST Supt of Public Bldgs, Mkts & Docks	1	01-40MPS	3	450	1	950	79,536	77,736	80,036	79,337	81,637	80,970	83,270	83,468	
ASST YOUTH OPPORTUNITY COORDINATOR	3	02-40YOC	3	450	1	950	40,794	39,994	41,294	39,820	42,120	40,982	42,982	44,281	
AUDITOR	2	18-35S	3	450	1	950	55,758	53,958	56,258	55,083	57,383	56,231	58,531	57,987	
BUILDING SUBCODE OFFICIAL	1	01-36SBS	3	450	1	950	73,150	71,320	73,620	72,782	75,082	74,284	76,684	76,682	
CHIEF ASSISTANT ASSESSOR	1	06-30CAA	3	450	1	950	83,150	81,350	83,650	82,823	84,923	83,921	86,221	85,908	
CHIEF CLERK (99)	1	18-30S	3	450	1	950	47,791	46,991	48,291	46,957	49,257	47,942	50,242	49,448	
CHIEF CLERK (99)	1	17-30S	3	450	1	950	46,101	44,301	46,601	45,233	47,533	46,184	48,484	47,639	
CHIEF EMERGENCY MEDICAL TECHNICIAN (epd)	1	01-40EMS	3	450	1	950	83,985	82,185	84,485	83,654	85,954	85,154	87,454	86,637	
CHIEF HOUSING INSPECTOR	1	02-40CLI	3	450	1	950	73,389	71,589	73,889	73,048	75,348	74,553	76,853	76,159	
CHIEF LICENSE INSPECTOR/40	1	08-30S	3	450	1	950	84,988	83,188	85,488	84,267	86,567	85,398	87,698	87,129	
CHIEF LOAN ADVISOR	1	08-30S	3	450	1	950	70,191	68,391	70,691	69,861	72,061	71,237	73,437	72,613	
CODE ENFORCEMENT OFFICER	1	01-40CEOS	3	450	1	950	81,876	80,076	82,376	81,724	84,024	83,404	85,704	85,076	
CODE ENFORCEMENT OFFICER/40	1	01-40CEOS	3	450	1	950	72,109	70,309	72,609	71,761	74,061	73,242	75,542	74,698	
COMMUNITY DEVELOPMENT PROGRAM, DIR	1	01-40CFCS	3	450	1	950	67,530	65,730	68,030	67,046	69,346	68,232	70,532	69,348	
COORDINATOR FOR FEDERAL & STATE AID	1	01-40CFCS	3	450	1	950	68,530	66,730	70,030	69,131	71,431	70,530	72,830	72,046	
COORDINATOR FOR FEDERAL & STATE AID (grants)	1	01-40CFYA	3	450	1	950	64,958	63,158	65,458	64,490	66,790	65,746	68,046	66,987	
COORDINATOR YOUTH ACTIVITIES	1	01-40CFYA	3	450	1	950	73,120	71,320	73,620	72,782	75,082	74,284	76,584	75,682	
DEPUTY MUNICIPAL COURT ADMINISTRATOR	6	08-30S	3	450	1	950	81,958	80,158	82,458	81,627	83,927	83,146	85,446	84,662	
ELECTRICAL SUBCODE OFFICIAL	1	01-36SES	3	450	1	950	64,958	63,158	65,458	64,490	66,790	65,746	68,046	66,987	
EMPLOYEE BENEFITS SPECIALIST	1	01-36SES	3	450	1	950	73,120	71,320	73,620	72,782	75,082	74,284	76,584	75,682	
EXECUTIVE ASSISTANT (99)	1	01-40EAS	3	450	1	950	82,687	80,887	83,187	82,330	84,630	83,831	86,131	85,333	
EXECUTIVE DIR HUMAN RIGHTS COMMISSION*	1	04-40EAS	3	450	1	950	73,938	72,138	74,438	73,627	75,927	75,146	77,446	76,662	
FIELD REPRESENTATIVE HEALTH EDUCATION	1	03-30DHS	3	450	1	950	49,650	47,850	50,150	49,269	51,569	50,708	53,008	52,286	
FIELD REPRESENTATIVE HOUSING REHABILITATION	1	01-40MCH	3	450	1	950	56,992	55,192	57,492	56,342	58,642	57,515	59,815	58,639	
FIRE PROTECTION SUBCODE OFFICIAL	1	1-36SSS	3	450	1	950	73,120	71,320	73,620	72,782	75,082	74,284	76,584	75,682	
HEALTH OFFICER	1	01-40HOS	3	450	1	950	80,155	78,355	80,655	79,785	82,085	81,215	83,515	82,645	
LEGISLATIVE SPECIALIST	1	03-30CHS	3	450	1	950	40,632	38,832	41,132	39,655	41,955	40,494	42,794	41,078	
MANAGEMENT SPECIALIST (gcd)	1	06-30MSS	3	450	1	950	58,594	56,794	59,094	58,276	60,576	59,182	61,482	60,328	
MANAGEMENT SPECIALIST (adm)	1	01-36MSS	3	450	1	950	48,204	46,404	48,704	47,878	49,978	48,972	51,072	49,892	
MUNICIPAL COURT ADMINISTRATOR	1	04-30S	3	450	1	950	58,376	56,576	58,876	58,054	60,354	59,955	62,255	61,026	
MUNICIPAL RECYCLING COORDINATOR	1	01-40RCS	3	450	1	950	73,120	71,320	73,620	72,782	75,082	74,284	76,584	75,682	
PLUMBING SUBCODE OFFICIAL	1	01-36SPS	3	450	1	950	84,515	82,715	85,015	84,109	86,409	85,337	87,637	86,486	
PRINCIPAL ENGINEER	1	02-40S	3	450	1	950	63,381	61,581	63,881	62,959	65,159	64,182	66,382	65,166	
PROGRAM COORDINATOR DRUG & ALCOHOL ABUSE	1	01-30DAA	3	450	1	950	45,517	43,717	46,017	44,937	47,137	45,576	47,876	46,112	
PROGRAM COORDINATOR LEAD POISONING CONTROL	1	01-30DPA	3	450	1	950	78,973	77,173	79,473	78,584	80,884	79,967	82,267	81,235	
PROJECT COORDINATOR REDEVELOPMENT	1	01-40DAS	3	450	1	950	72,946	71,146	73,446	72,515	74,815	74,113	76,413	75,005	
PROJECT COORDINATOR REDEVELOPMENT (grants)	1	01-40DASG	3	450	1	950	68,166	66,366	68,666	67,739	70,039	69,140	71,440	70,253	
PROGRAM COORDINATOR SPECIAL EVENTS	1	02-40CSE	3	450	1	950	61,171	59,371	61,671	60,720	63,020	62,094	64,394	63,444	
PUBLIC HEALTH NURSING SUPERVISOR	1	01-30PHN	3	450	1	950	79,584	77,784	80,084	79,265	81,565	80,898	83,198	82,487	
PUBLIC INFORMATION OFFICER	1	01-40PI	3	450	1	950	58,584	56,784	59,084	58,276	60,576	59,182	61,482	60,326	
PUBLIC PARTICIPATION SPECIALIST	1	03-40SPR	3	450	1	950									

CITY HALL SUPERVISORS ASSOCIATION
4 year contract 7-01-2009 through 6-30-2013

Title	T/O	Range	Steps	Increment	MAXIMUM		2,008 previous base	7-01-2009 (0% Inc)		7-01-2010 (2.0% Inc)		7-01-2011 (2.0% Inc)		7-01-2012 (3.0% Inc)	
					Steps	Increment (450-600)		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
PURCHASING AGENT	1	02-30SPA	3	450	1	950	73,284	71,464	73,754	72,928	76,228	74,434	76,734	79,738	79,038
RECREATION SUPERVISOR	1	13-40RS	3	450	1	950	69,312	67,512	69,812	69,908	71,208	70,332	72,632	74,911	74,911
REGISTRAR VITAL STATISTICS	1	02-30S	3	450	1	950	61,346	60,646	61,846	60,783	63,083	62,046	64,346	63,275	63,275
SOCIAL WORK SPECIALIST	1	03-40SWP	3	450	1	950	49,800	48,000	50,300	49,006	51,306	50,032	52,332	51,802	53,002
SOCIAL WORK SUPERVISOR (mgr)	1	08-40SWS	3	450	1	950	71,510	69,710	72,010	71,160	73,460	72,610	74,910	74,910	77,160
SF ADMINISTRATIVE ANALYST	2	11-30SAS	3	450	1	950	53,325	51,625	53,825	52,802	54,902	53,700	56,000	55,380	57,880
SF COMMUNITY RELATIONS SPECIALIST	1	02-39IA	3	450	1	950	45,084	43,284	45,584	44,198	46,498	45,128	47,428	46,848	48,848
SF ENGINEER	1	07-30S	3	450	1	950	58,300	54,500	59,800	55,838	57,838	56,786	59,095	59,688	60,868
SF PUBLIC WORKS INSPECTOR	1	15-40S	3	450	1	950	56,991	55,191	57,491	56,341	58,641	57,514	59,814	59,308	61,608
SUPERINTENDENT OF PUBLIC BLDGS, MKTS & DOCKS	1	01-40SPBS	3	450	1	950	83,985	82,185	84,485	83,854	86,154	85,577	87,877	88,213	90,513
SUPERINTENDENT OF WEIGHTS & MEASURES	1	06-30S	3	450	1	950	56,982	55,182	57,482	56,342	58,642	57,516	59,816	59,309	61,609
SUPERVISOR BUILDING SERVICE	3	02-40SRB	3	450	1	950	56,982	56,182	57,482	56,342	58,642	57,516	59,816	59,309	61,609
SUPERVISOR DATA PROCESSING PROGRAMMING	1	01-40SDP	3	450	1	950	69,683	68,183	69,683	68,188	67,488	66,638	66,838	66,801	70,901
SUPERVISOR ACCOUNTANT	2	05-36S	3	450	1	950	70,575	69,775	71,076	70,187	72,487	71,647	73,947	73,885	76,185
SUPERVISING EMERGENCY MEDICAL TECH (epd)	6	03-40EMS	3	450	1	950	61,063	59,263	61,563	60,494	62,794	61,760	64,060	63,672	65,972
SUPERVISING ENGINEERING AIDE	1	01-30ES	3	450	1	950	70,221	68,421	70,721	69,836	72,136	71,278	73,578	73,485	75,785
SUPERVISING PLANNER COMMUNITY DEVLPMNT PROGR	1	01-30CS	3	450	1	950	69,530	67,730	70,030	69,131	71,431	70,600	72,900	73,485	75,785
YOUTH ACTIVITIES SUPERVISOR	1	01-40YAS	3	450	1	950	39,154	37,354	39,654	38,147	40,447	39,956	41,256	40,184	42,484